

2022 – 2024 LABOR AGREEMENT

between

CITY OF EVERETT, WASHINGTON

and

AMALGAMATED TRANSIT UNION
Division Number 883

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ARTICLE 1 - AGREEMENT

This Agreement is entered into by the City of Everett, Washington, hereinafter referred to as the "City," and Amalgamated Transit Union, Division No. 883, hereinafter referred to as the "Union".

The purpose of this Agreement is to provide a working understanding between the City of Everett and its employees who are members of the Amalgamated Transit Union bargaining unit, through their duly accredited representatives, affecting wages, hours and working conditions, and to establish a means of settling any and all grievances, disputes and controversies arising between the City of Everett and Amalgamated Transit Union Division No. 883, and pursuant to said purpose the parties hereto agree as follows:

ARTICLE 2 - NON-DISCRIMINATION

The City agrees not to discriminate against any person or employee for his/her activity in behalf of or membership in the Union. The Union and the City agree not to engage in unlawful discrimination against any person or employee because of race, color, sex, creed, national origin, age, marital status, sexual orientation, or the presence of a physical or mental disability, unless it is a bona fide occupational qualification.

The City and the Union, recognizing the need for affirmative action, do mutually agree to be supportive to the City's Affirmative Action Plan in striving to provide opportunities for meaningful employment of those persons or groups who have been victims of discrimination. The City's Affirmative Action Plan shall not change the existing bargaining Agreement or seniority rights of those employees covered by this Agreement.

ARTICLE 3 - LEGALITY

It is specifically understood and agreed that all provisions herein are subject to existing laws, and should any provision of the Agreement be found to be in violation of any federal, state or local law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 4 - EXCLUSIVE BARGAINING REPRESENTATIVE

The City agrees to recognize the Union as the exclusive collective bargaining representative for all employees whose classifications are listed below or are added during the contractual years:

4500	Bus Maintenance	02-014
4510	Bus Operator	02-010 & 02-110
4520	Bus Operator Trainee	02-011
4530	Paratransit Operator	02-013 & 02-113
4540	Paratransit Operator Trainee	02-009
4550	Transit Inspector	02-012

ARTICLE 5 - DEFINITIONS

For purposes of the Agreement, the following phrases are hereby defined:

Bargaining Unit - The bargaining unit shall include all employees listed in Article 4.

Platform Time - The actual time the bus operator has charge of the bus; normally this would be from the time he/she leaves the designated reporting location with the bus until he/she is relieved by another bus operator and returns to the designated reporting location or until he/she returns the bus to the designated reporting location.

Designated Reporting Location - The physical location where an employee reports and signs on and off for work within the City limits. An employee's sign off location will be the same as his/her sign on location.

Regular Run - A run where the platform time exceeds seven (7) hours and one (1) minute.

Straight Run - A regular run where the platform time is unbroken.

Mark-up - Bidding by the bus operators for runs and days off according to their working seniority.

Division - Everett Transit Division, a division of the Everett Transportation Services Department.

Spread Time - The time in excess of eleven (11) hours required to complete a regular run.

Permanent Part-Time - Employees classified as paratransit extra board operator, who because a full-time position is not warranted, work less than full-time.

ARTICLE 6 - GENERAL PROVISIONS

Section 1: Employee Information and Dues/Fees Checkoff

A. Employee Information

1. The City shall provide the Union with access to bargaining unit employees, including the name, address, telephone number, classification, date of hire, and rate of pay.
2. The City shall notify the Union of all new bargaining unit employees as soon as HR is notified of the hire. The City shall supply the following information to the Union regarding each newly hired bargaining unit member upon hire: name, address, telephone number, classification, date of hire, and rate of pay.

B. Dues, Fees and Assessment Processing

The City shall deduct the regular dues, fees, and assessments of the Union from the wages of any bargaining unit employee for whom the Union has submitted a written authorization to the City. Consistent with federal, state, and local law, the City shall honor and adhere to specific provisions of such authorization for the deduction of regular dues, fees, and assessments and all other provisions agreed to by the employee in the authorization, irrespective of the employee's membership status in the Union. The amount deducted shall be mailed each month to the Union.

C. Revocation

Consistent with federal, state, and local law, the City shall honor and adhere to the specific provisions of an employee's written authorization for the deduction of dues, fees, and assessments regarding the duration, renewal, and procedure for the revocation of such authorization. An employee who seeks to revoke such authorization must provide written notice to the City and the Union. Upon receipt of such a request from an employee, the City or Union will promptly transmit the employee's request for revocation to the other. When the employee is entitled to revoke his/her authorization, every effort will be made to end the deductions effective on the first payroll, but not later than the second payroll, after the City's receipt of the employee's written notice.

Section 2: COPE

The City shall deduct COPE contributions from the wages of any bargaining unit employee for whom the Union has submitted a written authorization to the City. The amount so deducted shall be mailed each month to the Union. When the employee is entitled to revoke his/her authorization, every effort will be made to end the deductions effective on the first payroll, but not later than the second payroll, after the City's receipt of the employee's written notice.

Section 3:

- A. Three Union-Management meetings will be held annually to discuss various items of interest to both parties.
- B. The City, at its option, may schedule up to three (3) employee meetings per year at which employee attendance is mandatory.

The City will provide thirty (30) days notice of employee meetings. Employee meetings are intended to include all employees with the exception of those employees on scheduled vacation, sick or workers compensation leave; provided that, the City may at its convenience schedule mandatory make-up meetings for those individuals who are excused. Make-up meetings will not count against the three (3) meetings allowed to the City.

Employees will be paid a minimum of two (2) hours pay at the applicable rate.

Section 4:

The City will hold a meeting of the Union bargaining unit and drivers will be informed two (2) weeks in advance of any major changes in the Transit system. If mileage is added to a bus operator's run but not time, the Union will be consulted.

Section 5:

It is understood and agreed that the following Articles/Sections of this Agreement shall not apply to those members employed in the classification of paratransit operator:

14(4)

ARTICLE 7 - MANAGEMENT RIGHTS

Section 1:

Any and all rights concerned with the management and operation of the City of Everett are exclusively those of the City unless otherwise provided by the terms of this Agreement. The City has the authority to adopt rules for the operation of the City and the conduct of its employees, provided such rules are not in conflict with the provisions of the Agreement or with the applicable law.

Section 2:

The City has the right to (among other actions) discipline, following just cause, temporarily layoff or discharge employees; to assign work and determine duties of employees; to schedule hours of work; to determine the number of personnel to be assigned duty at any time; and to perform all other functions not otherwise expressly limited by this Agreement.

ARTICLE 8 - HOLIDAYS

Section 1:

HOLIDAY	<u>Date Observed</u>		
	2022	2023	2024
New Year's Day	January 1	January 1	January 1
Martin Luther King, Jr. Day	January 17	January 16	January 15
President's Day	February 21	February 20	February 19
Memorial Day	May 30	May 29	May 27
Juneteenth	June 19	June 19	June 19
Independence Day	July 4	July 4	July 4
Labor Day	September 5	September 4	September 2
Veteran's Day	November 11	November 11	November 11
Thanksgiving Day	November 24	November 23	November 28
Day After Thanksgiving	November 25	November 24	November 29
Christmas Day	December 25	December 25	December 25

Two Floating Holidays

At employee's choice with concurrence of the City

Floating Holiday Prorating for New Hires:

In the first year of employment, full time regular employees hired before June 1 will receive two floating holidays. Employees hired between June 1 and September 30 will receive one floating holiday. Employees hired between October 1 and November 30 will receive 4 hours floating holiday.

Section 2:

Holiday pay shall be eight (8) hours regular pay for all employees unless there is an election under Section 3 or Section 7 of this Article. The intent of this provision is to ensure that employees receive not more than ninety six (96) hours of holiday pay per year. Those employees who work a 4/10 shift and the holiday falls on their regular work day have the option of filling the remaining two (2) hours of their holiday by taking vacation time.

Section 3:

The employee may elect to receive eight (8) hours credited to his/her vacation accrual in place of holiday pay, upon written request prior to each holiday.

Section 4:

Any employee who shall work any day designated as a holiday under Section 1 hereof shall be paid at one-and-one-half times the employee's hourly rate of pay.

Section 5:

Employees who work on Thanksgiving Day or Christmas Day will get one-half time premium in addition to their other rate of pay.

Section 6:

All employees who are on suspension or on unprotected unpaid leave shall not receive holiday pay or vacation accrual as set forth in Sections 3 or 4 herein.

Section 7:

Any employee working on a holiday may elect to receive overtime hours credited to his/her vacation accrual in place of the time-and-one-half normally paid for work performed, upon written request prior to each holiday.

ARTICLE 9 - VACATION

Section 1:

All members of this bargaining unit shall accrue vacation credit for each month of continuous service as shown on the table below:

CONTINUOUS SERVICE FROM EMPLOYEE ANNIVERSARY DATE	VACATION CREDIT ACCRUED	
	<u>Number of Vacation Hours</u> <u>Per Month</u>	<u>Per Year</u>
1st Year	8 hrs	96 hrs
2nd Year	8.67 hrs	104 hrs
3rd and 4th Years	9.33 hrs	112 hrs
5th Year	10 hrs	120 hrs
6th and 7th Years	10.67 hrs	128 hrs
8th and 9th Years	11.33 hrs	136 hrs
10th through 14th Years	12 hrs	144 hrs
15th through 19th Years	14.67 hrs	176 hrs
20th through 24 th Years	16 hrs	192 hrs
25 th Year and beyond	17.33 hrs	208 hrs

Section 2:

"Continuous Service" shall be determined from the employee's adjusted employment date.

Section 3:

No vacation accrual will be allowed in excess of two full year's earned vacation accrual.

Effective January 1, 1987, no employee shall have vacation credit accrual cashed out in excess of 240 hours at the time of his/her retirement/separation, except PERS I employees hired prior to January 1, 1987 may cash out up to 44 days (352 hours). Any employee terminating employment or retiring must use any vacation accrual in excess of the aforementioned limits prior to retirement/separation or it will be lost to the employee.

Section 4:

Vacation slots shall be scheduled by the Director of Transportation Services at times when they will constitute minimum conflict with work schedules.

Section 5:

Employees will be granted pay in lieu of vacation at such time as they are separated from City employment, unless such separation occurs during the entrance probationary period.

Section 6:

If a holiday specified in Article 8 of this Agreement falls within the employee's actual vacation, the employee may add one extra day to his/her vacation time with such day to be scheduled by mutual agreement between the employee and the Director of Transportation Services. No

charge against vacation accrual will be made for a vacation day which falls on a holiday specified in Article 8 of this Agreement.

Section 7:

Choice of vacation time shall be by working seniority.

Section 8:

The vacation book shall recognize one vacation slot in the vacation book for every ten drivers out of training. Under special circumstances, the Director of Transportation Services, after notification to the Union, may temporarily limit the number of vacation slots available.

Section 9:

Vacation accrual cannot be used in place of sick leave unless sick leave has been exhausted and the employee receives Director of Transportation Services approval.

Section 10:

Vacation pay shall be paid the same as run pay for regular operators. Extra board drivers shall receive eight (8) hours pay per day of vacation. Other employees shall receive vacation pay according to their regular assigned shifts.

Employees whose regular work shifts consists of working five 8-hour days shall receive no more than 8 hours pay for each day of vacation. Employees whose regular shift(s) consists of working four 10-hour days shall receive no more than 10 hours pay for each day of vacation.

Section 11:

Employees laid off for reasons not discreditable to them and rehired within twelve months and employees granted leave of absence without pay shall not accrue vacation during this period.

Section 12:

Vacation shall be taken as follows:

- A. Four (4) hours minimum for extra board and straight run operators.
- B. The entire a.m. or p.m. work piece for split-shift operators.
- C. Inspectors and maintenance personnel may take vacation in a 2 hour minimum block with written approval of the employee's supervisor.
- D. Paratransit Operators may take vacation in a 2 hour minimum block at the beginning or end of their regular work shift.

Section 13:

Except when an employee has signed for a vacation day on his/her day off (due to a new markup), employees may not remove their name from the vacation roster during the three (3) day period prior to the vacation date without written notice to and express approval of the Director of Transportation Services or designee.

ARTICLE 10 - INSURANCE BENEFITS

Section 1:

The City agrees to offer three medical plan options for eligible employees and their eligible dependents; Kaiser Permanente HMO, HMA Traditional PPO Plan and HMA Consumer Driven Healthcare Plan. Employees that choose Kaiser Permanente or the HMA Traditional PPO Plan shall pay ten percent (10%) of the monthly premium.

Employees that choose the HMA Consumer Driven Health Plan shall pay five percent (5%) of the monthly premium. Effective January 1, 2022, employees will receive a lump sum contribution into their VEBA plan. Individuals shall receive \$1,200 and employees with family coverage shall receive \$2,400. In addition, employees with individual coverage shall receive an annual \$200 clinic incentive contribution and spouses will receive an annual \$200 clinic incentive contribution (for completing an annual whole health exam). Effective January 1, 2023, the VEBA contribution will be paid monthly in the amount of \$100 for individuals and \$200 for family coverage. The annual incentive for completing the annual whole health exam at the Vera Clinic shall remain the same.

Section 2:

The City shall provide \$1,000 life insurance per \$1,000 of an employee's annual salary rounded to the next highest thousand for the duration of this Agreement.

Section 3:

The City shall provide the employee accidental death and dismemberment coverage in an amount equal to that specified in Section 2 hereinabove.

Section 4:

The City shall provide to all employees affected by this Agreement and their dependents, who request it, a dental coverage program through Delta Dental of Washington that provides 100% of premium cost of basic dental for the duration of this agreement, to an annual maximum of \$2000.00. A second dental coverage program offering is through Willamette Dental.

Section 5:

The City shall provide to all employees who are covered by this Agreement and their legal dependents, 100% premium for a vision care plan which is acceptable to the City for the duration of this agreement.

Section 6:

The City shall provide felonious assault insurance of which the coverage limits shall not exceed \$100,000 for transit employees who are covered by this Agreement, subject to the carrier's acceptance.

Section 7:

The City shall pay for the DOT medical examination at the current rate at the City's designated physician or facility. Any additional procedures that an employee may be referred to while

obtaining their DOT exam will be covered at the employee's expense if not covered by the employee's medical insurance.

Section 8:

The City will provide Washington Paid Family Medical Leave for eligible employees, in accordance with RCW 50A.04, at no cost to the employee. At any time, the City may determine that an employees may be responsible for paying the employee's share of the WPFML premium. The City agrees to notify the union of this deduction 90 days prior to the start of the deduction and will negotiate any impacts of such deduction.

Section 09:

Long Term Care:

City and Union agree to negotiate impacts of Long Term Care tax upon implimatation of new Washington State law.

ARTICLE 11 - SICK LEAVE

Sick leave accrual is a form of disability insurance that is intended to assist in the prevention of financial loss during illness or incapacity.

Section 1:

Sick leave shall accrue to each employee at the rate of eight (8) hours of leave for each calendar month of the employee's active service. Employees that have zero "no shows", "late shows" or formal disciplinary action during the previous mark-up will have six (6) hours of sick leave accrual added to their sick leave bank the first pay period following that mark-up. (Published mark-up dates will be used for purposes of providing incentive). The total accumulation of sick leave hours in the regular sick leave bank shall not exceed 960 hours.

A portion of sick leave accrual will be earmarked as Washington Paid Sick Leave, to be administered in compliance with Washington Paid Sick Leave Law and City policy. The maximum accrual in an employee's Washington Paid Sick Leave bank at year-end shall not exceed 40 hours. Employees heretofore or hereafter laid off for reasons not discreditable to them and rehired within twelve (12) months, and employees granted leave of absence, upon resumption of active employment shall have available the sick leave accrued at the time of such layoff or leave of absence.

Section 2:

An employee shall be eligible to use accumulated sick leave with pay as herein provided for the following defined reasons:

Sick leave is defined as leave with pay taken for illness, injury or pre-approved medical appointments of the employee. In the case of an eligible dependent, sick leave with pay may be used in accordance with Federal and State laws and applicable City requirements.

Section 3:

Sick leave with pay for a period of four (4) consecutive work days or more shall be granted only upon the presentation of a written statement by the employee's personal physician and/or a physician representing the City, certifying that the employee is under a doctor's care.

If an employee believes obtaining verification for use of paid sick leave under the Washington Paid Sick Leave law (WPSL) would result in an unreasonable burden or expense, the employee should contact Human Resources.

The City may not retaliate against employees who utilize sick leave protected by state or federal law.

Section 4:

It is understood and agreed that sick leave is to be used only in circumstances where an employee is scheduled to work and is unable to do so because of personal illness or incapacity. Therefore, if an employee becomes ill or incapacitated after his/her vacation has commenced, vacation time will continue to be deducted. However, if an employee notifies the Transit Department or their designee prior to the commencement of the employee's vacation that said

employee is ill or incapacitated, sick leave may be used for any days which the employee would have been scheduled for vacation. In such cases, the vacation will be cancelled and rescheduled, if possible, at a time mutually agreeable to the employee and the City. When calling in sick in lieu of vacation, employees are required to call the Scheduling Office no later than 5:00 PM (PST) on the first day in which they desire to use sick leave in lieu of vacation. A request to use sick leave in lieu of vacation must be accompanied by a doctor's letter stating the nature and extent of the illness or injury and that the employee is too ill or injured to perform his/her duties. Sick leave will only be authorized from the date of the doctor's letter forward. Documentation must be provided to Transit, upon the employee's return to work, before sick leave will be approved. Failure to provide adequate documentation, will result in a denial to use sick leave in lieu of vacation and vacation time will be deducted. If the employee does not have sufficient sick leave accrual to cover the missed time, all other accrued leave must be used.

Section 5:

An employee's ability to work regularly and as scheduled is a requirement for continued employment. The City has the right to take corrective action to deal with unauthorized use of sick leave or situations where the employee has frequent or regular absences which hinder the performance of the employee's job duties or the efficiency of the division. Such corrective action may include medical consultations, physician's statements, progressive disciplinary action, including suspension or dismissal.

Fraudulent use of sick leave may lead to immediate suspension or dismissal.

Section 6:

It is understood and agreed that for the period in which an employee is receiving benefits pursuant to the State Industrial Act, he/she shall not be entitled to accrual of sick leave and/or vacation time as set forth in Articles 9 and 11 of this Agreement. Provided, however, this section shall not prevent an employee from using sick leave or vacation benefits which have previously been earned to supplement the payment of industrial insurance benefits. For those hours of sick leave and/or vacation used to supplement industrial insurance benefits, the employee shall be entitled to accrue additional sick leave and/or vacation hours on a pro-rated basis.

Section 7:

If an extra board employee is sick during a pay period, they may use up to eight (8) hours of sick leave for each day not to exceed 80 total hours of sick leave in a pay period.

Section 8:

Any employee who exhausts their sick leave accrual, must follow the City's leave policy and utilize all other accrued leave prior to accessing leave without pay.

Section 9:

Employees who have successfully passed probation shall be allowed, upon voluntary separation, retirement or in situations of reduction in force from City employment, to receive a payment equal to fifty (50) percent of the value of their then existing sick leave accrual balances.

ARTICLE 12 - BEREAVEMENT LEAVE

When death occurs among members of any employee's immediate family, the employee, upon request to the Director of Transportation Services, will be granted reasonable and necessary time off to make arrangements as needed and to attend the funeral and will be compensated at his/her normal salary for the hours lost from his/her regular schedule before or after the funeral with a maximum of four (4) days per death for bereavement. Employees may use bereavement leave in segments of not less than one day at a time. Bereavement Leave must be used within one year of the death, unless prior arrangements are made with the Director of Transportation Services. If required to travel beyond the one-way distance of 300 miles to attend services or an event related to bereavement, (1) one additional day will be allowed. This time off shall not be deducted from accumulated sick leave or vacation.

The term "immediate family" is defined as:

- Spouse, state registered domestic partner (per RCW 26.60, et seq.), children of employee, children of spouse, or children of state registered domestic partner;
- Mother, father, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, stepbrother, or stepsister of employee or spouse or state registered domestic partner;
- Grandparents and grandchildren of employee or spouse or state registered domestic partner.

"Domestic Partner" is defined for purposes of this article as the criteria outlined by the City's Domestic Partner resolution or the State Registry. Proof of criteria may be requested. The City will honor specific requests for leave to attend the funeral of other family members under unusual circumstances, with the understanding that the employee will take the leave and request determination whether or not it is to be bereavement leave or vacation leave within ten (10) working days after their return from their absence.

ARTICLE 13 - HOURS OF WORK

Section 1:

All bus operators agree to work a five (5) day week with two (2) off in seven (7). For employees other than bus operators, they may elect to be scheduled ten (10) consecutive hours per day, four (4) days per week or eight (8) consecutive hours per day five (5) days per week, subject to the Director of Transportation Services' approval. Any additional time in excess of the eight (8) consecutive hours per day or ten (10) consecutive hours per day as referenced in this Section is to be paid at time-and-one-half.

All paratransit operators agree to work a five (5) day week with two (2) days off in seven (7). The City will endeavor to schedule all full-time paratransit operators for eight (8) straight hour shifts, except in emergency situations.

Bus maintenance persons will be paid during their one-half hour lunch break as long as the ten (10) hour shift is acceptable to the City management. The one-half hour lunch break must begin no earlier than 4 hours into the shift and end no later than 6 hours into the shift.

Section 2:

No regular run shall be scheduled thirteen (13) hours beyond the starting time.

No operator shall be scheduled more than fourteen (14) hours of work per day and inspectors and maintenance staff are strongly encouraged to not work beyond fourteen (14) hours. Unless under an emergency, operators, inspectors, and maintenance persons shall not operate a revenue vehicle beyond fourteen (14) hours. All operators, inspectors and maintenance persons must have a minimum of nine (9) hours off between days worked.

Section 3:

- A. Paratransit operators shall receive holidays, vacation and sick leave on a pro-rated basis; and, with the exception of the stand-by paratransit operator, paratransit operators shall be entitled to full insurance benefits under Article 10.
- B. One (1) paratransit operator may work on a stand-by basis and to cover known peakloads. The paratransit operator doing such stand-by work may work up to forty (40) hours per week, but in no case shall the individual work in excess of eighty-nine (89) hours per month. The paratransit operator working on a stand-by basis may have months with no scheduled work hours. The paratransit operator who works on a stand-by basis shall receive pro-rated sick leave vacation and holiday benefits during the actual time worked. (Reference: Article 15, Section 3.)

Paratransit operators employed as of January 1, 1991, will not be required to work in the stand-by paratransit operator position unless the operator voluntarily requests the assignment.

ARTICLE 14 - WORKING CONDITIONS

Section 1:

All operators will be allowed fifteen (15) minutes to prepare and check the necessary equipment on the bus and drive the vehicles from the property. All bus and paratransit operators will receive 30 minutes for filling out accident reports, when necessary. During the winter months when there are icy conditions, revenue vehicles will be started and de-iced prior to the operator boarding.

Section 2:

The percentage of weekday straight runs shall not drop below 35% of the total number of weekday runs. If, in the course of the operation of the Transit System it becomes necessary to revise the operation schedule to the extent that this Section may be affected, the Union agrees that this Section may be reopened for immediate negotiations.

Section 3:

A mark-up for all operators, inspectors and bus maintenance persons will take place four (4) times per year, once in each of the following months: March, June, September, December.

The City may elect, at its option, to schedule additional mark-ups per year. The City agrees to consult with the Union in scheduling any new work assignments and to listen to their concerns and recommendations prior to posting each new mark-up.

The City agrees to meet with two members of the Union (appointed by the Union President) to review the draft mark-up prior to posting to address driver concerns with the run cut. The parties agree to work together to find solutions should a legitimate issue arise during the bid. Provided, the City retains the exclusive right to determine work assignments and scheduling as provided in Article 7 herein.

The effective date will be stated on the mark-up when it is posted. In the event that the department alters any regular run, a mark-up shall take place if requested by the Union.

The mark-up shall be posted no later than 30 days prior to the mark-up effective date.

The Union shall ensure that the mark-up is signed and ready for proofing no later than 7 days prior to the mark-up effective date.

The City shall allow the Union up to forty (40) hours of paid time to facilitate the signing of mark-ups during each regular mark-up period.

The City shall provide the Union the mark-up effective date at least sixty (60) days prior to each mark-up.

Section 4:

Normally, no persons other than those hired as bus operators shall operate buses carrying passengers. Every effort will be made by the City to utilize bus operators at all times; however, the City may in an emergency utilize other employees to operate buses until such time as a bus

operator is available. Paratransit van(s) used to do normal transit work covered by this Agreement shall be operated by bus operators covered under Article 4 except in an emergency as defined above.

Section 5:

Exact fare will remain in effect during the term of this contract.

Section 6:

All pay for scheduled runs shall begin and end at the designated report location. Bus operators shall be furnished transportation from the designated report location to the relief point or from the relief point to the designated report location. This transportation shall be by bus, City vehicle or other transportation furnished by the City.

All scheduled runs shall have travel time included.

The Union will receive two "mark up" periods of advance notice before any change or additional report locations are designated.

Section 7:

An operator scheduled to work a combination of work assignments that exceed ten (10) consecutive hours may request, prior to beginning the shift or upon notification of the extra work, a thirty (30) minute break. This break shall occur during the last four (4) hours of the shift. This section does not apply to scheduled runs.

Section 8:

All operators must have a minimum of nine (9) hours off between days worked.

Extra board bus and paratransit operators will not be required to work more than twelve (12) hours per day or work more than a fourteen (14) hour spread per day unless agreed to by the employee.

Section 9:

For bus operators the City will endeavor to post the daily work schedule no later than 2:00 p.m. on the day prior to the schedule becoming effective. For paratransit operators the City will endeavor to post their work schedule no later than 6:00 p.m. on the day prior to the schedule becoming effective.

Section 10:

All operators shall be allowed to bid on their respective extra board during the regular mark-up time. Operators bidding the extra board must be able to operate all revenue and support vehicles in their respective division without restrictions unless seniority would not allow an alternate assignment.

Section 11:

Any bus operator or paratransit operator called to work on any of his/her days off, including vacation, may refuse to work on such a day off without reprisal.

Section 12:

If a verifiable emergency exists affecting an employee, or family, such as a medical emergency or household emergency which requires the immediate attention of the employee, the City will make every effort to release the employee as quickly as possible from work to attend to the emergency. The employee must use vacation time for time off to deal with the emergency and the employee is required to provide written verification of the emergency that is acceptable to management. Written verification is required upon return to work. Failure to provide written verification will result in disciplinary action.

Section 13:

Bus operator schedules shall include reasonable layover and recovery time for restroom use.

Section 14:

Employees may be scheduled to work additional hours for training purposes. This requirement shall not exceed four (4) training sessions per calendar year, and the training sessions shall not exceed four (4) hours each. The training shall take place on the employee's regular work day and shall not result in the employee working over twelve (12) hours per day.

Section 15:

Audio and video recording systems (AVRS) will be in all revenue service vehicles and inspector vehicles. The purpose of this system is to enhance the safety, security and customer service experience of the public, employees, and the City.

Cameras in vehicles will not be located in front of the employees in such a manner as to capture the employee's face and front while they are in the driver's seat. It is understood that an operator's face and front may be captured when they are out of the driver's seat or when they look up into the camera that is positioned above them.

AVRS shall be used for service planning, system performance monitoring, or investigating a "precipitating event". A "precipitating event" may include, but not be limited to: (1) a documented public, customer or employee complaint; (2) a claim filed against the employer, or one of its employees; (3) a documented injury, accident, or incident; or (4) a request by law enforcement agency, another state or federal agency, or in compliance with public disclosure processes. AVRS may be used in the creation and presentation of training materials with the operator's consent.

Supervisors, management, and their designees will not review more of the audio or video than is reasonably necessary to investigate the circumstances surrounding the precipitating event. Generally, this will be limited to three (3) minutes prior to and three (3) minutes after the precipitating event. Additional data may be reviewed by management upon mutual agreement with the Union.

Review initiated by a precipitating event will be for the purpose of determining what happened. Any discipline resulting from review of audio or video recording must be related to the initial purpose of the review, limited in time by (180) seconds before and (180) seconds after a precipitating event, however, discipline may also be issued if review of the data within these parameters (180) seconds before and after the precipitating event) reveals misconduct, even if unrelated to the original purpose.

Any discipline resulting from the investigation of a "precipitating event" shall be consistent with "just cause" discipline principles. If the City believes that the information from the AVRS may support discipline of an employee, a copy of the recording will be provided to the employee no less than 24 hours before the disciplinary or investigative meetings with the employee.

The City may not pull any hard drive or media-recording device from a vehicle for the purpose of "targeted surveillance" or to randomly monitor employees for disciplinary action. The City may, however, monitor data recorded by the AVRS as part of a corrective action follow-up plan. Monitoring of this type must be approved by the Director of Transportation Services. The City must notify the Union when monitoring data recorded by the AVRS is part of a corrective action follow-up plan.

Personnel reviewing AVRS data will keep a detailed log of, date and time of hard drive pulled, audio and video reviewed, detailing the reason for the review, the operator being reviewed, the time and date of the video being reviewed, the date the video was actually reviewed, name of the individual reviewing the data, the time review starts and ends, exactly how much data was reviewed, and the results of the review.

Section 16:

When there is an opening, current operators who are off probation and have not been placed on a performance improvement plan may volunteer to transfer between paratransit, fixed route or to Maintenance. Maintenance employees that have prior civil service rights to an operator position may volunteer to transfer to an open operator position.

- A. On moving into the new position, the employee retains his/her employment seniority date for their new rate of pay.
- B. If the employee fails to successfully complete the training or probationary period, the employee may return to their former position if there is an opening unless the employee was terminated for cause.
- C. On completion of training, the employee shall receive the appropriate pay in their new job classification based on their years of seniority.
- D. The transferring employee will start at the bottom of the seniority list in the new job class.
- E. An employee who transfers to another position may request to voluntarily return to their previous classification at any time following the completion of their new probationary period. A vacancy must exist prior to a request being granted. The employee who returns will be paid according to the wage schedule to which they are returning.

Section 17:

Bus Maintenance Persons who apply for the classifications Paratransit Operator or Bus Operator shall be eligible for time and service points in accordance with Civil Service rule 4.61.

Section 18:

The City of Everett will not mandate a COVID-19 vaccine for employees covered by this bargaining agreement unless it's required by state or federal mandate.

ARTICLE 15 - WAGES

Section 1:

Operators working from the extra board will be paid for their platform time except when filling a regular run where they will be paid in accordance with Article 15, Section 11 and Section 12. When performing piece work, the operator will receive overtime pay for work performed after the start of the 11th hour of their work assignment.

Section 2:

No regular bus operator shall be allowed to do extra work as long as extra board drivers are available, with the exception of pre-planned events requiring multiple buses and operators, and where a special markup has been authorized. The City shall at all times endeavor to maintain an adequate extra board. Extra board operators will receive two (2) days off in each seven (7) days.

Extra board operators will be paid at least 70 hours in each 14 day pay period.

Holiday pay hours earned on an extra board operator's regular day off shall not count toward the extra board operator's guarantee.

Section 3:

With the exception of one (1) paratransit operator position, paratransit operators will be paid at least seventy (70) hours in each fourteen (14) day period with two (2) days off in each seven (7) days.

Paratransit operators who work on their scheduled day off shall receive one and one-half (1-1/2) times their regular wage. Hours worked on the scheduled day off shall not count toward the seventy (70) hour guarantee.

Section 4:

No bus operator or paratransit operator called in to work shall receive less than two (2) hours pay at straight time.

Bus and paratransit operators called back to work to drive a piece of work for which they were not pre-scheduled shall be paid a minimum of three (3) hours straight pay. This provision does not require the City to schedule pieces of work that are a minimum of three (3) hours. This provision does not apply to meetings and other non-driving work.

Section 5:

WAGES FOR CALENDAR YEAR 2022, effective 1/1/2022

Effective January 1, 2022, all employees covered by this bargaining agreement shall receive a 4.5% COLA. In addition, all active employees covered by this bargaining agreement shall receive a one-time market adjustment of \$1,500 payable upon ratification of the contract and a second payment of \$1500 payable to active employees on December 1, 2022. Employees may choose instead of the two payments of \$1500 each to receive one payment of \$1500 upon

ratification of the contract and an additional forty (40) hours of vacation placed in their vacation bank.

Effective January 1, 2023, all employees covered by this bargaining agreement shall receive a wage adjustment in the amount of 100% of the CPI-U for June to June, with a minimum of 2.5% and a maximum of 4.25%

Effective January 1, 2024, all employees covered by this bargaining agreement shall receive a wage adjustment in the amount of 100% of the CPI-U for June to June, with a minimum of 2.5% and a maximum of 4.25%

Paratransit operators shall receive an additional twenty-five cents (\$0.25) per hour each year of the contract. Maintenance persons shall receive an additional twenty-five cents (\$0.25) per hour in 2022 only.

The wage tables below will be revised accordingly at the end of bargaining:

A. Bus Maintenance, Range 02-014

PAY STEP	1	2	3	4	5
LENGTH OF TIME	0-6 Mos.	7-12 Mos.	13-24 Mos.	25-36 Mos.	37+ Mos.
HOURLY RATE	\$25.94	\$27.10	\$28.30	\$29.55	\$30.89

B. Operators hired prior to January 1, 1999:

Position	Range	
Bus Operator	02-010	\$35.37
Paratransit Operator	02-013	\$35.37

C. Operators hired after January 1, 1999:

Bus Operator, Range 02-110

Pay Step	1	2	3	4	5	6	7
Length of Time**	After New Hire Training Through 6 Mos.	7-12 Mos.	13-24 Mos.	25-36 Mos.	37-48 Mos.	49-60 Mos.	61+ Mos.
Hourly Rate	\$27.66	\$28.83	\$30.02	\$31.29	\$32.59	\$33.93	\$35.37

The position of Bus Operator Trainee has a maximum of thirty (30) days training and shall be paid at \$23.81 per hour.

Paratransit Operator, Range 02-113

Pay Step	1	2	3	4	5
Length of Time**	After New Hire Training Through 6 Mos.	7-12 Mos.	13-24 Mos.	25-36 Mos.	37+ Mos.
Hourly Rate	\$21.51	\$23.69	\$26.11	\$28.54	\$31.59

Paratransit Operator Trainee shall be paid at \$19.38 per hour until completion of training which will not exceed forty five (45) working days.

Transit Inspectors

The position of Transit (Road) Inspector in the first year, or an Acting Inspector shall be paid fifteen percent (15%) higher per hour than the top step bus operator.

The position of Transit (Road) Inspector after the first year shall be paid 18% higher than the top step bus operator.

The Transit Inspector specialty positions for Training, Planning, and Scheduling shall be paid 5% above a second year Transit (Road) Inspector.

Title	<u>2022</u>	<u>2023</u>	<u>2024</u>
Transit Inspector - 1st Year or Acting	40.68	NA	NA
Transit Inspector - 2nd Year	41.74	NA	NA
Transit Inspector – Specialty	43.83	NA	NA

Scheduling, Planning, and Training Inspector positions will be filled from the ranks of Transit (Road) Inspectors at management's discretion based on objective criteria.

Transit inspectors that work alone shall be paid the Transit Inspector specialty rate of pay for all hours worked while they are the only inspector on duty.

Specialty inspector positions may be authorized to be filled by Management on a temporary basis. If an entire shift is worked the Transit (Road) Inspector will receive Transit Inspector specialty pay for that shift.

* * *

Longevity

A longevity schedule based on years of service for all employees listed in Article 4 shall be provided as follows:

After completion of 4 years, \$.230 per hour
After completion of 8 years, \$.374 per hour
After completion of 12 years, \$.518 per hour
After completion of 16 years, \$.661 per hour
After completion of 20 years, \$.805 per hour
After completion of 24 years, \$.949 per hour
After completion of 28 years, \$1.09 per hour

Longevity shall be calculated based on the employee's adjusted employment date.

Section 6:

Bus maintenance persons shall receive an additional five percent (5%) per hour for hours worked between 9:00 p.m. and 7:00 a.m. Employees assigned to work this shift will receive shift differential for the hours that fall between 9:00 PM and 7:00 AM (to include sick, vacation, holiday).

A Lead Bus Maintenance Person may be assigned by management to be a working crew leader of at least two (2) other Bus Maintenance Persons. Duties include directing and problem solving for assigned crew, identifying task assignments, resolving immediate on-site conflicts. A Lead Bus Maintenance Person will receive 10% pay above the individual's current hourly base wage.

Section 7:

Operators who are requested by their supervisors to act as operator trainers shall be paid ten percent (10%) above their base rate per hour premium pay in addition to their regular hourly rate for the actual hour(s) the operator trainer spends in the trainer capacity.

Section 8:

Any operator with less than ninety (90) minutes between assignments shall be paid straight through at regular pay and he/she can be worked as an operator during the ninety (90) minutes or less between assignments.

Section 9:

Employees who serve on jury duty shall receive jury duty pay in accordance with City Policy.

Section 10:

Transit employees who are elected by the Union and attend Safety Improvement Committee meetings and the Accident Review Committee meetings shall be compensated at the employee's regular straight time rate of pay, or overtime rate of pay, depending on that employee's pay status.

Section 11:

Employees shall receive a guaranteed eight (8) hours pay for all regular runs.

Section 12:

When a bus operator's total work time exceeds eight (8) hours in any one (1) working day, time-and-one-half will be paid for all time worked in excess of eight (8) hours.

Section 13:

All members of the bargaining unit working regular runs which are not completed in consecutive hours shall receive additional pay for that time beyond eleven (11) hours that it is necessary to complete the run. This additional pay shall be at the rate of time-and-one-half the basic pay.

Split runs without spread time shall receive at least one (1) hour at time and one half.

Section 14:

All split runs in excess of eleven (11) hours spread shall be guaranteed a minimum of seven (7) hours and thirty (30) minutes regular pay within the eleven (11) hour spread. When the seven (7) hour and thirty (30) minute minimum guarantee applies, the overtime rate of pay shall be paid in addition to the guarantee.

Section 15:

Whenever more than one provision of this Agreement provides for payment at the rate of time-and-one-half, only the provision with the greatest amount of pay at the rate of time-and-one-half shall be applied. This rate shall be paid in addition to regular pay guarantees.

Section 16:

The language in the aforementioned sections is to serve two major purposes. The first purpose is to insure that when one provision of the Agreement which provides for the payment at the rate of time-and-one-half applies, only the provision which provides for the greatest amount of pay at the rate of time-and-one-half would be applied in calculating pay.

The second purpose is to insure when a guarantee applies such as seven (7) hours and thirty (30) minutes, that guarantee shall apply in addition to the time-and-one-half overtime rate.

Example:

1.	6:03 am - 11:55 am 2:30 pm - 4:55 pm	7:00 R 1:17 OT	Split without spread time
2.	10:30 am - 12:55 pm 2:00 pm - 7:15 pm	7:00 R 1:00 OT	Split without spread time
3.	5:57 am - 9:25 am 2:00 pm - 6:25 pm	7:30 R 1:28 OT	Split with spread time
4.	7:00 am - 9:55 am 1:25 pm - 8:00 pm	7:30 R 2:00 OT	Split with spread time
5.	7:00 am - 10:00 am 12:00 pm - 6:40 pm	8:00 R 1:40 OT	Split with spread time

ARTICLE 16 - SENIORITY

Section 1:

Working seniority (adjusted employment date) will be determined from the date of hire as an employee covered under Article 4 for the City provided such service is continuous. Working seniority applies only to City benefits, such as vacation accrual and longevity accrual.

Union seniority applies to days off, run selection, vacation bids, holiday bids, overtime, and revenue vehicle bidding (when applicable). Union seniority belongs to the Union. If there are any issues about union seniority, it shall be settled by the Union.

Section 2:

Seniority shall be recognized in the same classification of work and those having greater seniority shall be given preference as to work in the same position but shall not be in conflict with the rules of Civil Service as it applies to promotions. If there is a layoff in the operator series, prior paratransit operator time will be included in that individual's class of bus operator time for purposes of determining layoff seniority.

Section 3:

Seniority shall terminate by discharge from service or by voluntarily leaving the service of the Transit Division.

Section 4:

When and if it becomes necessary to lay-off any employee, the last person hired in each classification shall be the first laid off and the last person laid off shall be the first person hired when rehiring.

Section 5:

Employees under a medical leave of absence will not lose their seniority rights for one (1) year after their accrued sick leave is exhausted. During this period, the City has the right to require physician reports every 90 days, and to send the individual to a City-appointed physician. (See Article 11, Section 8.)

ARTICLE 17 - UNIFORMS

Section 1:

The City will furnish the first set of uniforms which all employees agree to wear. No visible garment which is not part of the uniform shall be worn by an employee without express consent of management.

Section 2:

New hires shall receive the following minimum issue of uniforms:

Operators/Inspectors

1 summer coat
1 windbreaker or sweater or vest
1 winter coat or summer coat lining/vest
9 shirts/blouses
5 slacks
Up to \$100 reimbursement for approved
Shoes

Maintenance

1 summer coat
1 winter coat or summer coat lining/vest
3 coveralls or 3 work pants
2 reflective hooded sweatshirts
Up to \$200 reimbursement for approved
shoes
2 Thermal Gear

Options on garments, such as style, material, etc., may only be changed when replacing an unserviceable garment and with the consent of management. The cost to change uniform garments as a result of size change shall be paid by the employee.

Section 3:

All Operators, Transit Inspectors, and Bus Maintenance:

The City shall arrange, through its uniform supplier(s), for employees to purchase replacement uniform garments. The City shall pay up to three hundred twenty-five dollars (\$325.00) per calendar year (via a supplier credit system) toward the cost of the uniforms from the City's supplier(s), uniform alteration, or for reimbursement of shoes or repair of shoes that meet the uniform policy criteria.

In order to receive reimbursement, the employee must submit a paid receipt to the City on or before December 31st in the year in which the shoes were purchased or repaired. Any amount in excess of three hundred twenty-five dollars (\$325.00) shall be paid by the employee directly to the supplier. Optional City approved uniform garments (hats, gloves, etc.) may be paid for from the uniform allowance after initial uniform purchase. Uniform allowance for optional garments may be used in the second year of allowance and thereafter. A credit amount up to fifty dollars (\$50.00) may be carried over into the following calendar year.

New employees are not eligible for the full uniform credit during the calendar year in which they are hired. For the next calendar year, the uniform credit amount shall be pro-rated based upon the number of full months the employee was employed as an Operator or Bus Maintenance Person during the previous calendar year. No uniform credit may be used during the time an employee is on probation. The shoe allowance is not pro-rated in the first full year.

Section 4:

Type and color of uniforms will be determined by the City with merit given for the majority vote by the Union membership.

Section 5:

Employees may wear the authorized standard Union emblem bearing the logo of Amalgamated Transit Union on their uniform lapel.

Section 6:

Effective January 1, 2008, all employees, while on the job, shall only wear shoes that meet the City's uniform policy criteria.

ARTICLE 18 - GRIEVANCES

Grievance is defined as a cause (arising out of an alleged misinterpretation or misapplication of the terms of this Agreement) felt to afford reason for complaint. All grievances and responses from the grievance procedure shall be put in writing. The written grievance shall include, but is not limited to the following: the name of the grievant, the Article(s) and Section(s) misinterpreted or misapplied, the facts stating how the aforementioned were misinterpreted or misapplied, and the remedy sought.

Time periods between grievance steps may be extended by written mutual agreement of both parties.

Working days, for the express purpose of this Article, are defined to be Monday through Friday excluding holidays, Saturday and Sunday. In computing any period of time the working day following the act, event or default shall be counted as Day 1 for the purpose of determining the designated period of time applicable at that step.

1. If the Union Grievance Committee agrees that a grievance does exist, they and/or the aggrieved employee shall submit the grievance at step one to the Transportation Services Manager within fifteen (15) working days of the grievable action, with a copy of the alleged grievance going to the Director of Transportation Services.
2. If, within ten (10) working days after the receipt of the grievance, the Transportation Services Manager has not settled or responded to the grievance, the Union Grievance Committee and/or the employee may advance the grievance to step two by submitting the grievance to the Director of Transportation Services. Step two shall be filed within (10) working days of receipt of the Transportation Services Manager's step one response. If no step one response was offered within ten (10) days of its filing, step two shall be filed within twenty (20) working days of the filing of the grievance at step one.
3. If, within ten (10) working days after the receipt of the grievance, the Director of Transportation Services has not settled or responded to the grievance, the Union Grievance Committee and/or the employee may advance the grievance to step three by submitting the grievance to the Mayor. Step three shall be filed within ten (10) working days of receipt of the Director of Transportation Services' step two response. If no step two response was offered within ten (10) days of its filing, step three shall be filed within twenty (20) working days of the filing of the grievance at step two.
4. If, within ten (10) working days after the receipt of the grievance, the Mayor or his/her designee has not settled the grievance, the Union Grievance Committee and/or the employee may submit the grievance to an arbitration board to be determined in accordance with Section 5 of this Article. Notice of appeal must be made in writing to the Mayor within ten (10) working days after the Mayor's response, otherwise the right to grieve shall be deemed as waived. Each party within ten (10) working days will appoint their representative.
5. The moving party shall submit a request to the Federal Mediation and Conciliation Service (FMCS) for a listing of nine (9) professional arbiters whose principle residence is Washington or Oregon and who are members of the National Academy of Arbitrators. The City and the Union representatives will take turns striking names off the list of

arbitrators until only one (1) person remains on the list. A coin flip shall determine whether the City representative or the Union representative will strike the first name on the list. The arbitrator shall render a decision within thirty (30) working days after the close of the hearing, unless otherwise agreed. The cost of arbitration shall be borne equally by both parties, and each party shall pay its respective representatives' or attorneys' fees. The City and the Union agree that the decision of this Committee shall be final and binding upon both parties.

The arbitrator shall render his/her decision solely based on the interpretation and application and provisions of this Agreement. Neither the arbitrator nor any other person or persons involved in the grievance process shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.

ARTICLE 19 - NEGOTIATIONS NOTIFICATION

Should either party to this Agreement wish to inaugurate collective bargaining discussion over any proposed change they may wish to introduce into a subsequent Agreement, it is agreed that notice of the substance of the changes and language with which such desired changes are to be expressed shall be mailed to the authorized parties' signatory to this Agreement not less than ninety (90) days before the termination of this Agreement. The parties receiving such notice of the desired changes shall forthwith seek establishment of a meeting of the parties for the purpose of discussion and amicable accommodation for the desired changes.

ARTICLE 20 - UNION OFFICIALS TIME OFF

City Business Union Officials Time Off: The City agrees to allow up to 100 working hours with pay each calendar year for Union officials or duly appointed representatives to conduct matters that directly involve the administration of the Agreement, such as labor management meetings, the processing and adjustment of grievances, and negotiations regarding changes to the existing Agreement. Pay for individuals using city union official's time off will be calculated at straight time.

Union Time Off Without Pay: The City also agrees to allow Union officials or duly appointed representatives to attend labor conferences or union business without pay but with full benefits. Union business shall not exceed five (5) working days for a single function.

Union Negotiation Team: The union negotiation team will receive an additional 100 hours of union officials time off for purposes of labor agreement negotiations for a successor agreement in the last year of the contract. The additional 100 hours shall be used exclusively for contract negotiations for a successor agreement.

Notification: Notification of the time off must be made in writing to the Director of Transportation Services signed by the Union President, at least three (3) working days in advance of the requested time off. Slots must be available in the vacation book.

ARTICLE 21 - ELECTION OF REMEDIES

The following limitation shall be applicable to this Agreement. In the event an employee elects to file a civil service appeal concerning his/her employment status or conditions, no grievance under this Agreement by or on behalf of the employee shall be filed or pursued to the extent the subject matter of the civil service appeal overlaps with any actual or potential grievance under this Agreement.

ARTICLE 22 - NO STRIKE CLAUSE

There shall be no strike or lock-out during the term of this Agreement.

ARTICLE 23 - EFFECTIVE DATE

WITNESSED this 10 day of June, 2022

CITY OF EVERETT

AMALGAMATED TRANSIT UNION,
LOCAL 883


CASSIE FRANKLIN, Mayor

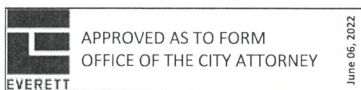

STEVE OSS, President

ATTEST:


Secretary


CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

**Letter of Understanding
By and Between
City of Everett
and
Amalgamated Transit Union, Local 883**

The parties agree that Managers and Operations Supervisors relieving Operators for a revenue service trip in order to show appreciation and to build rapport does not violate Article 14 Section 4 of the Collective Bargaining Agreement.

The parties understand that it is valuable for Managers and Operation Supervisors to experience the challenges and realities of revenue service driving,

And recognizing that the willingness of a Manager or Supervisor to "take the wheel" while an Operator takes a break can benefit and strengthen City and ATU labor relations,

It is, therefore, agreed that with the Operator's verbal consent, a Manager or Operations Supervisor may relieve an Operator and drive a revenue service trip for them while the Operator takes a break.

Agreement:

- Qualified Managers and Operations Supervisors may engage in this practice up to two times per week without Union approval.
- The Operator whose trip is being driven by the Manager or Operations Supervisor shall be fully compensated according to all applicable work rules while the Manager or Supervisor is driving.
- The parties agree that this practice will not be considered a violation of Article 14 Section 4 of the Collective Bargaining Agreement.
- The parties agree that either side may discontinue this practice at any time upon giving notice in writing to the other party.
- ATU 883 agrees not to file an Unfair Labor Practice (ULP) charge against the City regarding this practice if the City complies with the terms of this Letter of Understanding.

**Letter of Understanding
By and Between
City of Everett
and
Amalgamated Transit Union, Local 883**

This Letter of Understanding (LOU) establishes the guidelines for those paratransit operators hired between January 1, 1999 and December 31, 2001 to become fixed route operators.

A. The following guidelines, as amended, are incorporated from the March 29, 2002 LOU.

B. Paratransit Operators hired between January 1, 1999 and December 31, 2001.

The following paratransit operators will retain their original date of hire as a paratransit operator for the purposes of bus operator pay, longevity, vacation, and working seniority:

Karl Neue-Lawson

Hire Date 9/27/99

C. All other Operators.

The language of Article 14, Section 17 will apply to all other Operators.

This Letter of Understanding supersedes the Letter of Understanding dated March 29, 2002.